



ROLL-OFF GUIDELINES & TEMPORARY SERVICE AGREEMENT

This Roll-Off Guidelines and Temporary Service Agreement ("Agreement") is between Southern Waste & Recycling, Inc. ("SW&R") and the entities/individuals identified herein, and hereinafter referred to as "Customer." Said parties hereto covenant and agree to the following:

1. SW&R shall furnish all labor, equipment, materials and supervision related to providing roll-off containers for waste removal and disposal services to the Customer.
2. CUSTOMER UNDERSTANDS AND AGREES THAT SW&R DOES NOT ACCEPT HAZARDOUS MATERIALS.
3. Customer understands and agrees that SW&R CANNOT ACCEPT: drums, paint, polychlorinated biphenols, petrochemicals, solvents, chemicals or other such materials that would be considered flammable, explosive, toxic, hazardous, or otherwise not environmentally sound for disposal at a sanitary disposal facility. If SW&R is unable to haul a container because Customer has breached this provision, Customer agrees that it will be responsible for the removal of all such materials from the Container, and Customer shall incur a \$125.00 charge for each haul that SW&R cannot complete due to Customer's breach of this provision. For purposes of the Agreement, a haul is considered completed upon placement by SW&R of the container's contents at the sanitary disposal facility.
4. Customer shall notify SW&R in advance if any of the following are to be placed in any container: appliances, tree stumps, branches, brush, tires and foam rubber, 50 gallon drums or any hazardous material. These types of material are to be separated from construction and demolition material and are to be disposed of separately. Customer will be responsible for any additional cost incurred by SW&R due to a mixed or contaminated load.
5. If a container is to be loaded with extremely heavy material, for example, block concrete, asphalt, or brick materials, Customer agrees that it will fill the container no more than halfway. If SW&R is unable to haul an overweight/overloaded container the customer will incur a trip charge of \$125.00 per service attempt. An excess tonnage fee shall be assessed for each load that exceeds the agreed max weight per load. Any damage caused to the container because of Customer's overloading with heavy material shall be the sole responsibility of Customer.
6. Customer agrees that it will not load materials above the top of the container. Customer understands and agrees that it will not force the back door of the container closed. Customer understands and agrees that the container shall be loaded only when the door has been closed and locked. Any damage to the container while on the Customer's site shall be the sole responsibility of Customer.
7. Customer understands and agrees to keep the area around the container clear, and Customer will utilize its best efforts to afford truck access to the container. If SW&R is unable to haul a container because access to the container is blocked or obstructed, a \$125.00 trip charge fee shall be assessed for each container that is blocked or obstructed.
8. Customer agrees to hold SW&R and its subcontractors harmless for any direct or consequential damage caused by container placement, loading, and removal, including but not limited to broken or cracked driveways, sidewalks, damage to lawns, trees, shrubs, etc.
9. This Agreement shall begin on the date listed herein as the Contract Inception Date, and shall end upon the conclusion of the Project Term listed herein. This Agreement can be terminated prior to conclusion of the Project Term by Customer upon thirty (30) days written notice to SW&R. In the event of termination prior to Project Term, Customer relinquishes the container deposit. Requests by Customer to cancel deliveries must be received by SW&R in writing, twelve (12) hours in advance, or Customer will be assessed a fee equal to the base haul rate in addition to any remaining balance from final services. Any request for extension of the Project Term shall be made by the Customer in writing.
10. Each delivered container must be serviced at least twice in a thirty (30) day period. SW&R reserves the right to bill Customer for one haul per container at the agreed base rate per thirty (30) day period or a per-day rental fee of a determined amount should the Customer fail to request container service during that period.
11. It is expressly agreed that SW&R is not liable to Customer for any delays in the performance of this Agreement for any incidental events arising from or caused by vehicle breakdown, motor vehicle accident, fires, strikes, war, inclement weather, or acts of Providence.
12. In the event Customer issues a payment or payments, including, but not limited to checks or credit card payments, which are dishonored for any reason, Customer shall pay a service charge to SW&R in the amount of \$50.00 for each such item dishonored.
13. SW&R reserves the right to assign any outstanding debts under this Agreement to a third party agency or attorney for collections. Customer shall subsequently pay SW&R its collection costs. Should circumstances require suit to be brought for collection of said debt, Customer agrees that it is liable for any and all attorney's fees and court costs incurred by SW&R relating to such legal action.



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14. A container deposit of a determined amount by SW&R, per container shall be paid to SW&R by Customer at the inception of this Agreement. Upon Customer's breach or cancellation of the Agreement, SW&R shall apply the deposit to any unpaid balance due, or cancellation fee. By retaining the deposit, SW&R in no way relinquishes or waives any of its rights to collect further monies due and/or to pursue claims for damage from Customer.
15. Customer agrees to indemnify and hold SW&R harmless from and against any and all claims, demands, regulatory proceedings, and all damages, costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any claim pertaining to contamination or adverse effects on the environment, or any violation of governmental laws, regulations or orders relating to waste handling and disposal.
16. Notwithstanding any of the foregoing, SW&R reserves the right to cancel this Agreement at any given time, for any reason, and shall not be liable to Customer for any cost incurred, direct, indirect, consequential, or otherwise.
17. This Agreement contains the entire understanding between the parties and may not be altered or waived except by a writing signed by both the parties. No waiver by either party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement.
18. If any provision of this Agreement is or becomes invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.
19. This Agreement will be governed by the law of the state of Georgia, applicable to contracts executed and to be performed entirely in the state of Georgia. Customer consents to the jurisdiction and venue of the Courts of DeKalb County, Georgia.
20. **PAYMENT TERMS:** Payment is due via "*valid*" credit card prior to any service activity unless otherwise specified. If a credit card is declined a late fee up to eighteen percent, (18%) per annum shall be assessed as long as the the balance of that invoice remains unpaid. If additional terms are extended, invoices remaining unpaid after 15 days shall be assessed a late fee of eighteen percent (18%) per annum. Extended terms are only offered upon receipt, review and approval of our credit application. Please submit payment to Southern Waste & Recycling: 10 Glenlake Parkway Suite 130 Atlanta, GA 30328.

I, individually, on behalf of the Company listed below (where applicable), and Company (where applicable), collectively "Customer," intending to be legally bound, have read, understand and agree to the terms of this Agreement, and shall be legally bound by same. Further, the undersigned individually warrants and represents that he/she has express authority to enter into this Agreement on behalf of the Company below (where applicable):

Signature

Printed name

Company Name

Contract Inception Date



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Company: _____

Company Billing Address: _____

Billing Contact: _____

Site Contact: _____

Site Contact #: _____

E-Mail Address for Future Business _____

Initial Container Delivery Date: _____

Project Term: _____

Purchase Order #: _____

MC / Visa / Amex #: _____ **Exp Date:** _____ **Name on CC:** _____

Desired Container Size (indicate number): 10 or 15 Yard ____ 20 Yard ____ 30 Yard ____ 40 Yard ____

Flat rate: \$ _____ Max Tonnage _____

Excess tonnage fee: \$ _____

Container delivery fee: \$ _____

Per-Day Rental Fee: \$ _____

Environmental fee: % _____

Trip Charge (Unable to access box): \$ _____

Commercial: ____ Demolition: ____ Roofing: ____ New Construction: ____ Concrete: ____ Other: _____

Complete Delivery Address: _____

Delivery Instructions: Include cross roads, street names, neighborhood name, landmarks & driving instructions from a major intersection:

Placement Instructions: _____

Signature

Printed name